

Attachment 4.A.14

Southwestern Bell

June 3, 1996

T. Michael Payne
Vice President
General Counsel
Operations and Secretary

Ms. Karol M. Sweitzer
Vice President-Business Planning & CFO
Southwestern Bell Communications Services, Inc.
130 East Travis, Suite 550
San Antonio, Texas 78205

Re: Charges for Legal Services Provided to Other
Southwestern Bell Companies

Dear Ms. Sweitzer:

FCC rules require that Southwestern Bell Telephone Company (SWBT) book as revenue its fully distributed cost when attorneys and paralegals employed by SWBT perform services for any affiliated company. We have received a new cost study relative to our hourly rates effective May 17, 1996, through December 31, 1999.

The hourly rates charged for SWBT attorneys providing services for affiliates are \$166 for district level attorneys, \$175 for division level attorneys, \$204 for fifth level attorneys and \$286 for officer level attorneys. The hourly rate for paralegals is \$97.

All related expenses will be directly billed to the appropriate affiliate. Minor travel expenses incurred will be submitted with the attorney/paralegal hours and billed back to the affiliate. The new rates will remain in effect until superseded.

If you have any questions, please contact my Contract Administrator, Judy Ciegel, on 314-235-4095.

Sincerely,



One Bell Center
St. Louis, Missouri 63101

Phone 314 235-1888

Attachment 4.A.15

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.16

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.17

Southwestern Bell Telephone

AGREEMENT FOR ENGINEERING, INSTALLATION AND MAINTENANCE SERVICES

Between

Southwestern Bell Telephone Company
A Missouri Corporation
One Bell Center
St. Louis, Missouri 63101

("Contractor")

and

Southwestern Bell Communications Services, Inc.
A Delaware Corporation
130 E. Travis
San Antonio, Texas 78205

("SBC")

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RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties
herein only and is not for general distribution within or outside their respective companies.

AGREEMENT FOR ENGINEERING, INSTALLATION AND MAINTENANCE SERVICES

THIS MASTER ENGINEERING, INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") entered into July __, 1995, by and between Southwestern Bell Communications Services, Inc. ("SBC"), a Delaware corporation having its principal offices at 130 E. Travis, San Antonio, Texas 78205, and Southwestern Bell Telephone Company ("Contractor"), a Missouri corporation having its principal offices at One Bell Center, St. Louis, Missouri 63101.

INTRODUCTION

WHEREAS, Contractor has the capability of installing and/or maintaining and/or engineering Building Distribution Systems/Local Area Networks (BDS/LANs) for end users (Customer(s)) and Contractor has represented to SBC that it is skilled, experienced and knowledgeable in such business; and

WHEREAS, Contractor has offered to install and/or maintain and/or engineer for SBC ("Services") such BDS/LANs as may from time to time hereafter be designated by SBC as an "Order" (as that term is hereinafter defined); and

WHEREAS, SBC wishes to have the right to obtain and utilize Contractor's installation, maintenance and engineering services, while still being at all times free to enter into similar master agreements with other contractors; and

WHEREAS, the parties hereto have agreed that in the event SBC and Contractor enter into one or more Service Orders there should be a master agreement in place setting forth their respective rights and obligations relative thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

CLAUSE 1. SERVICE ORDERS

Whenever SBC shall desire Contractor to perform BDS/LANs installation services, maintenance services or engineering services for SBC, SBC shall prepare a Scope of Work Letter ("Scope Letter") substantially in the form and substance of Appendix A attached hereto and incorporated by reference herein. Each Scope Letter shall set forth the Scope of Work, Services required, and/or Material ("Material") required (together "Project").

Contractor will submit to SBC within ten (10) days of the receipt of the Scope Letter, a signed Service ("Order") substantially in the form and substance of Appendix B, attached hereto and incorporated by reference herein, offering to perform the work within ten (10) days of the receipt of the Scope Letter will be deemed a rejection of the Scope Letter. If the terms set forth on the Order are acceptable to SBC, then SBC shall execute the Order and return the executed Order to the Contractor. Each Project will be completed pursuant to the terms of the executed Order and the terms and conditions of this Agreement. Following the receipt of the executed Order, Contractor shall begin performing the Services described therein. SBC agrees to pay for the Services in accordance with the rates specified in the applicable Order.

Contractor agrees to furnish the Services described in each Order at the price agreed to in the Order. Contractor agrees to furnish the Material described in each Order. The Services specified in a particular Order, together with the location(s) at which the Services are to be performed, are collectively referred to, in connection with such Order, as the "Project". Each Project shall be completed within the time specified in the applicable Order, time being of the essence in each case, and in accordance with and subject to the terms and provisions of this Agreement and such Order.

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CLAUSE 2. AGREEMENT GOVERNS

The Order shall describe/instate Contractor's performance hereunder and shall be deemed to incorporate the terms of this agreement. In the event of any inconsistency or conflict between the terms of any Order or any attachments(s) thereto and this Agreement, this Agreement shall govern unless the Order expressly notes the inconsistency or conflict and expressly states that the Order shall govern. Contractor shall have the right to accept or reject any term in an Order which conflicts with this Agreement.

CLAUSE 3. CONFLICT OF INTEREST

Both parties hereby represent and warrant that no officer, employee, or agent of the other party has been or will be employed, retained, paid a fee, or otherwise has received, or will receive, any personal compensation, "kickback" or any other consideration, whether directly or indirectly, in connection with, or in contemplation of, this Agreement or any Order.

CLAUSE 4. RISK OF LOSS

Contractor agrees to protect any Material furnished in connection with a Project and bear the risk of loss or damage thereupon acceptance of delivery until Services are completed and accepted by SBC according to the applicable Order and in accordance with Clause 5. CONTRACTOR'S WARRANTIES. The foregoing, notwithstanding, Contractor will not be liable for any damages caused by SBC or SBC's customer or for defects in any material furnished by SBC.

CLAUSE 5. CONTRACTOR'S WARRANTIES

Unless otherwise specified in a Scope Letter and corresponding execute Order, Contractor warrants: (a) for a period of thirty (30) days following the completion of the Project that Services provided will have been performed in a workman-like manner; and (b) any Material provided will be free from defects for a period of ninety (90) days following the completion of the Project.

Contractor's sole duty and SBC exclusive remedy for Contractor's breach of either of the foregoing warranties will be limited to the correction of the un-workmanlike installation and/or repair or replacement of the defective Material.

If SBC requests repairs during the warranty period and Contractor responds to such requests and determines that the problem(s) is not covered by the above warranties, Contractor will invoice and SBC shall pay Contractor a minimum (2)-hour service charge for making a service call or the actual time expended, whichever is greater. This warranty does not include the following services but such services may upon SBC's request and at the Contractor's option be provided. If such services are provided they shall be provided at Contractor's standard service rate:

- (a) Repair of damage due to SBC's customer's failure to provide adequate electrical power or environmental conditions.
- (b) Repair of damages caused by misuse or neglect.
- (c) Repair of damages caused by SBC's customer's existing wiring or damage to the existing wiring.
- (d) Repair of damage caused by accident and/or disaster, including, but not limited to fire, flood, wind, or water.
- (e) Repair of damage caused by the attachment of mechanical, electrical, or electronic equipment or devices to cabling that are not supplied by SBC.
- (f) Repairs which are impractical for customer to render because of alterations in, or attachments to the cabling.

Warranty service provided under this Agreement does not assure uninterrupted operation of the cabling or customer's service.

The foregoing states SBC's sole and exclusive remedy hereunder.

OTHER THAN AS SET FORTH IN THIS CLAUSE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF MERCHANTABILITY, WITH RESPECT TO THE MATERIAL AND/OR SERVICES PROVIDED HEREUNDER.

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CLAUSE 6. SUBCONTRACTORS

Contractor will have the right to enter into any subcontract relating to the Services to be performed hereunder without obtaining SBC's prior consent, provided Contractor binds any subcontractor by contract to all the terms and conditions of this Agreement. Contractor will give SBC written notice of each subcontractor performing Services hereunder and remain liable for such subcontractor's performance.

CLAUSE 7. COMPLIANCE

All Services shall be rendered in full compliance with applicable Federal, State, and Local statutes, laws, regulations, ordinances, directives, orders, and code, including, but not by way of limitation, the Fair Labor Standards Act and the Occupational Safety and Health Act. Contractor shall be responsible for obtaining all permits and other governmental authorization necessary for Contractor to conduct business at the Project site(s) and to perform the Services in accordance with the Order(s). Expenses for such permits and other governmental authorizations will be added to the price of the Services.

CLAUSE 8. HARMONY

Contractor's shall cooperate, schedule and coordinate the performance of Services with the work of SBC and any consultants or contractors retained by SBC.

CLAUSE 9. PAYMENT TO CONTRACTOR

SBC agrees to pay Contractor and Contractor agrees to bill SBC for Services performed hereunder in accordance with the Order. Contractor's request for final payment shall include details of the specific Services billed to SBC and bear signature of the Contractor's duly authorized representative, certifying Contractor's completion of the Services. SBC reserves the right to verify that Contractor's performance is in accordance with the Order and the provisions of CLAUSE 9. CONTRACTOR'S WARRANTIES, prior to accepting Contractor's Services. Payment shall be made not later than thirty (30) days from the date of receipt of Contractor's invoice.

CLAUSE 10. BREACH OF AGREEMENT

In the event either party shall be in breach or default of any of the terms, conditions, or covenants of this Agreement, said breach or default shall continue for a period of ten (10) days after the giving of written notice to the other party. In addition to all other rights and remedies at law or equity, either party shall have the right to cancel this Agreement.

CLAUSE 11. TERMINATION

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' written notice. Upon termination, SBC will pay Contractor all amounts due for Material and Services, hereunder by Contractor up to and including the effective date of termination. Such payment will constitute a full and complete discharge of Contractor's payment obligations hereunder.

CLAUSE 12. FORCE MAJEURE

Contractor will not be liable for any delay or failure to supply Material or perform Services hereunder due to causes beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural causes, civil disturbances, weather, material shortages, government regulations or other similar causes.

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CLAUSE 21. NON-WAIVER

No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default, if such default persist or is repeated, and no express waiver shall affect any default specified in the express waiver, and, then, only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, terms or condition of this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. To be effective, any express waiver must be in writing.

CLAUSE 22. SURVIVAL

Any obligation arising during the term of this Agreement, under any clause or provision hereof, or under any Project, which, by its nature, may require the parties to take certain action or make any payment after the expiration, termination, or cancellation of this Agreement, or any Project, shall be deemed to survive such expiration, termination, or cancellation.

CLAUSE 23. CUMULATIVE RIGHTS AND REMEDIES

The various rights, options, elections, powers, and remedies contained in this Agreement shall be construed as cumulative and no one of them shall be exclusive of any others, or of any other legal or equitable remedy which either party might otherwise have in the event of a breach or default in the performance of the terms, conditions, covenants, and agreements set forth herein, and impair or waive its rights to any other right or remedy.

CLAUSE 24. MODIFICATION IN WRITING

All modifications and amendments to this Agreement shall be in writing and signed by authorized representatives of both the parties hereto.

CLAUSE 25. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance to the Laws of the State of Missouri.

CLAUSE 26. APPLIES TO EMPLOYEES

The obligations, duties, restrictions, and prohibitions of this Agreement apply, not only to Contractor, but also to its agents, employees, representatives, suppliers, subcontractors, successors, and assigns.

CLAUSE 27. ASSIGNMENTS

Neither party shall assign, or otherwise assign, any of its rights or obligations under this Agreement without prior written consent of the other, which consent will not be unreasonably withheld provided, however, Contractor will have the right to assign this Agreement to any present or future affiliate, subsidiary or parent corporation of Contractor without securing the consent of SBC and may grant to assignee the same rights and privileges Contractor enjoys hereunder.

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CLAUSE 28. NOTICES

Any notices or demands which under the terms of this Agreement or otherwise must, or may be given, or made by SBC or Contractor will be in writing and given or made by facsimile or similar communications, or by certified or by registered mail, return receipt requested, addressed to the respective parties as shown:

(a) If to SBC:

Southwestern Bell Communications, Inc.
30 E. Travis
San Antonio, Texas 78205
Attn: Lowery S. Harper

(b) If to Contractor:

Southwestern Bell Telephone Company
105 Audubonum Circle, Room 1121
San Antonio, Texas 78299-2780
Attn: Leticia D. Diaz

Such notices or demand will be deemed to have been given or made when sent, if sent by facsimile or similar communications or when deposited, postage prepaid, in the U. S. Mail. The above addresses may be changed (any time giving thirty (30) days prior written notice as above provided

CLAUSE 29. LIMITATION OF LIABILITY

CONTRACTOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGE, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ATTRIBUTABLE TO, OR RESULTING FROM ITS PERFORMANCE HEREUNDER. This limitation of liability will not be construed to limit the cost of repairing or replacing MATERIAL or correcting SERVICES performed in an up-to-reasonable manner should Contractor be required to do so pursuant to CLAUSE 5, CONTRACTOR'S WARRANTY. In no event will Contractor's liability for damages caused by, or arising out of its failure to supply Material or perform Services in a proper and timely manner, exceed the amount paid by SBC to Contractor for such Materials and Services.

CLAUSE 30. MODIFICATION TO CONFORM TO LAW

This Agreement and all obligations hereunder will be subject to all applicable laws, court orders, rules, and regulations (collectively, "LAWS") including by way of illustration and not limitation, the Modification of Final Judgment, as much entered in United States vs. Western Electric Co., Inc. et al., C.A. No. 82-0192 (the "MDFJ"), to the extent the MDFJ applies in the event this Agreement, or any of the provisions hereof, or the operations contemplated hereunder, are found to be inconsistent with, or contrary to any Law, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue to be in full force and effect, as so modified. If so modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to seek prompt and discuss any necessary amendments or modifications in order to comply with any Law, then this Agreement may be terminated immediately by either party. In the event of such termination, SBC will pay Contractor all amounts due for Services provided hereunder by Contractor up to, and including, the effective date of termination.

CLAUSE 31. ENTIRE AGREEMENT

Exclusions furnished will not constitute communications. The terms contained herein constitute the entire agreement between SBC and Contractor and may not be modified except by a writing signed by both parties. Any terms proposed SBC in SBC's proposal or acceptance of Contractor's offer, or that may appear in SBC's invoice or in any other communications, which may add to, vary from, or conflict with the terms herein, will be void. The provisions of this Agreement supersede all prior oral and written communications, agreements, and understandings of the parties in respect the subject matter hereof.

RESTRICTED - PROPRIETARY INFORMATION

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first set forth above.

Southwestern Bell Communications Services, Inc.
("SBC")

By: Larry S. Kapp

Title: VP - Operations

Date: 8/8/95

Southwestern Bell Telephone Company
("Contractor")

By: T. J. R. Vela

Title: Area Mgr - Bus. Svc.

Date: 7-27-95

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SERVICE ORDER (Cont.)

B. MATERIAL AND PRICE LIST

	<u>QTY/UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
MATERIAL			
SUBTOTAL			\$
SERVICES			\$
SUBTOTAL			\$
SALES TAX			\$
GRAND TOTAL			\$

IN WITNESS WHEREOF, this Order has been executed by authorized representatives of the parties hereto, in duplicate, dates set forth below.

Accepted:

Southwestern Bell Communications Services, Inc.
("SBC")

By: _____

Title: _____

Date: _____

Accepted:

Southwestern Bell Telephone Company
("Contractor")

By: _____

Title: _____

Date: _____

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Appendix C
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PRICE SCHEDULE

(To Be Provided)

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NONDISCRIMINATION (COMPLIANCE AGREEMENT (SW-1348)

Contractor recognizes its responsibility to comply with all Federal and state laws governing performance of this contract including, but not limited to: Executive Order 11246, Executive Order 11624, Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans Readjustment Assistance Act of 1974

I. EQUAL EMPLOYMENT OPPORTUNITY DURING OF GOVERNMENT CONTRACTORS (APPLICABLE TO CONTRACTS AND SUBCONTRACTS EXCEEDING \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be amended, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rule, regulation, or order of the Secretary of Labor based pursuant to section 206 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NON-SEGREGATED FACILITIES (APPLICABLE TO CONTRACTS AND SUBCONTRACTS EXCEEDING \$10,000)

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any subsequent subcontract.

III. EMPLOYEE INFORMATION REPORT (APPLICABLE IF VALUE OF CONTRACT IS \$0,000 OR MORE AND CONTRACTS HAS 50 OR MORE EMPLOYEES)

Contractor agrees and certifies that it will file complete and accurate report (EEO-1) per the current instructions and file such other compliance reports as may be required under Executive Order 11246, as amended, and rules and regulations adopted thereunder.

IV. WRITTEN AFFIRMATIVE ACTION PROGRAM (APPLICABLE IF VALUE OF CONTRACT IS \$0,000 OR MORE AND CONTRACTS HAS 50 OR MORE EMPLOYEES)

Contractor will develop an affirmative action compliance program for each of its establishments as required by 41 C.F.R. Part 60-1.40 and 60.2.

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties. No portion of this document is to be released to the public without the express written consent of the parties.

In accordance with the Vietnam Veterans' Readjustment Assistance Act of 1974 and 41 C.F.R. Part 60-250, as amended, the parties incorporate by reference the "Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era" clause and such other regulations and contract clauses required to be made part of government contracts and subcontracts.

In accordance with the Rehabilitation Act of 1973, as amended, Executive Order 11758 and 41 C.F.R., Part 60-741, the parties incorporate by reference the "Affirmative Action For Handicapped Workers" clause and all other regulations and contract clauses required to be made part of government contracts and subcontracts.

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concerns owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern-

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

Contractor will adopt a subcontracting plan similar to the plan agreed to by Southwestern Bell Telephone Company.

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operates," as used in this clause, means being actively involved in the day-to-day management of the business.

(h) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

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hereto only and is not to be so distributed within or outside their respective companies

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AGREEMENT NO. SC551410

SERVICE ORDER

<u>MATERIAL AND PRICE LIST</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
WIRE, LVL 3 4 PR PLENUM VOICE WHITE	13000	\$0.10	\$1,300.00
WIRE, LVL 3 4 PR PLENUM DATA GREEN	12000	\$0.24	\$2,880.00
JACKS, RJ45 VOICE LVL 3 IVORY	31	\$4.17	\$129.27
JACKS, RJ45 DATA LVL 3 ORANGE	62	\$6.78	\$420.36
JACKS, RJ 45 VOICE LVL 3 BLACK	31	\$4.17	\$129.27
FACELATES, QUAD IVORY	17	\$0.90	\$15.30
FACELATES, MODFURN, TRIPLEX BLACK	31	\$1.67	\$51.77
CONNECTING BLOCKS, 110RN300	3	\$27.44	\$82.32
C-5 CDS PX OF 10	18	\$5.97	\$107.46
COAX CABLE, RG 59 PLENUM CRTV	500	\$0.07	\$35.00
COAX COUPLERS, FEMALE	6	\$2.08	\$12.48
COAX CONNECTORS, FEMALE	6	\$0.69	\$4.14
JACKS, WALL PHONE	1	\$12.58	\$12.58
ETHERNET, 10 BASET CORD, 24 FOOT	1	\$2,572.92	\$2,572.92
CABLE, MALE AMP/BLACK 30'	2	\$16.67	\$33.34
XCON CORDS, LVLS	30	\$3.32	\$99.60
ADAPTOR, MODFURN, FLEXMODE	31	\$1.39	\$43.09
SHIPPING AND HANDLING			\$341.68
INSTALLATION			\$3,126.08
SALES TAX			\$846.74
TOTAL			\$12,243.40

IN WITNESS WHEREOF, THIS ORDER HAS BEEN EXECUTED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO, IN DUPLICATE AS OF THE DATE SET FORTH BELOW.

ACCEPTED:

Southern Bell Communications Services, Inc.
(SBC)

By Louise H. Blaylock

Title VP Operations

Date 8/8/95

ACCEPTED:

Southern Bell Telephone Company
(Contractor)

By [Signature]

Title Senior Engineering Consultant

Date 8/8/95

